

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

MATTHEW J. PALUCK,

Defendant.

No. FILED: APRIL 30, 2008
08CV2458 NF
JUDGE ST. EVE
Judge MAGISTRATE JUDGE KEYS

COMPLAINT

The United States, by Patrick J. Fitzgerald, United States Attorney for the Northern District of Illinois, brings this action against the defendant, Matthew J. Paluck, and for its cause of action states:

1. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1345.
2. The defendant resides within the Northern District of Illinois.
3. The defendant became indebted to the United States as set forth in the Certificate of Indebtedness and promissory note(s) or contract(s) attached as Exhibits "A" and "B" respectively.
4. Although demand has been made for payment, there remains due and owing the principal sum of \$28,300.00, plus interest calculated through September 6, 2007 in the sum of \$362.68. Interest continues to accrue at the rate of 1.33 % per annum.

WHEREFORE, plaintiff demands judgment against the defendant as follows:

- a. in the amount of \$31,884.86, which represents principal and interest due through September 6, 2007;
- b. interest to continue to accrue at the rate of 1.33% per annum until the date of judgment;

- c. interest from the date of judgment at the statutory rate pursuant to 28 U.S.C. §1961 until paid in full;
- d. costs of suit, including but not limited to, a filing fee of \$350.00, as authorized by 28 U.S.C. § 1914(a), and
- e. for such other proper relief as this court may deem just.

Respectfully submitted,

PATRICK J. FITZGERALD
United States Attorney

By: s/Melissa A. Childs
MELISSA A. CHILDS
Assistant United States Attorney
219 South Dearborn Street
Chicago, Illinois 60604
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CERTIFICATE OF INDEBTEDNESS

MATTHEW J PALUCK
10025 SOUTH LONGWOOD DRIVE
CHICAGO IL 60643

The total debt due United States as of October 3, 2007 is \$31,884.86.

I certify that Defense Finance and Account Services records show that the debtor named above is indebted to the United States in the amount stated above, which includes interest through September 6, 2007 at the annual rate of 1.33%. The information contained in the Certificate of Indebtedness was obtained from the Air Force's business records, such as the Air Force Reserve Officer Training Corps (AFROTC) contract and the undersigned has custody of this and its related documents.

The claim arose in connection with a debt from the United States Air Force for tuition upon disenrollment from the AFROTC on July 20, 2004 due to breach of the AFROTC contract. Military standards were not maintained due to receiving an "F" during the Spring 2001 term and failing the Physical Fitness Test four times while attending the Embry-Riddle Aeronautical University in Florida. Mr. Paluck was disenrolled under the provisions of AFI 36-2011, paragraph 6.1.4 and 5 and AFOATSI 36-2011, paragraph 6.8.2 and 3. The authority for collection is the Secretary of the Air Force and Title 10, United States Code, Section 2005.

Mr. Paluck's account was referred to the Treasury Offset Program (TOP) December 4, 2004 for offset from his IRS refund payment. A payment of \$391.00 was received in March 2006. The account was referred to a private collection agency (PCA) January 17, 2005 and returned May 29, 2007. Additional payments of \$265.82 were collected by the PCA. The total amount collected (\$656.82) was applied to penalty charges that accrued on the account. The current balance due is \$31,884.86 of which \$28,300.00 in principal, \$362.68 is accrued interest, \$3,172.18 is accrued penalty and \$50.00 is accrued administrative charges.

CERTIFICATION: Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct.

October 3, 2007



JOYCE A BIERMAN
Supervisor, Customer Service
Section C
Directorate of Debt and Claims
Management



STUDENT STATUS STATEMENT OF UNDERSTANDING

PRIVACY ACT STATEMENT

AUTHORITY: 10 USC 33, Appointment in Regular Component, and 10 USC 103, Senior Reserve Officer Training Corps (AFROTC), as implemented by AFROTCI 36-11, Administration of Senior Air Force ROTC Cadets. **PURPOSE:** To provide information necessary for administering cadets discontinued from the Senior Air Force ROTC Program. **ROUTINE USES:** As indicated in system notice FO45 AETC C, Cadet Records. **DISCLOSURE:** Furnishing the information is voluntary. Failure to provide requested information may result in a call to active duty before completion of academic requirements.

TO: HQ AFROTC/RRFD
551 EAST MAXWELL BLVD
MAXWELL AFB AL 36112-6106

FROM: (Detachment and University)
AFROTC Detachment 157, Embry-Riddle Aeronautical University
600 S. Clyde Morris Blvd.
Daytona Beach, FL 32114-3900

I. PERSONNEL DATA			
1. NAME (Last, First, Middle Initial)	2. SSN	3. AS YEAR	4. DATE OF ENLISTMENT
PALUCK, MATTHEW J.	340-76-7990	700	20010404

II. ACTIONS ON CADETS REPORTED FOR EAD IN THEIR ENLISTED GRADE

1. You are advised that disenrolled cadets who are identified by the AFROTC Commandant for order to involuntary extended active enlisted duty (EAD) are not normally ordered to EAD until they complete their scheduled undergraduate degree requirements, or are disenrolled from the institution, whichever comes first. Disenrolled former enlisted personnel released from active duty to enter AFROTC under AFI 36-3208, are ordered to EAD at the end of the school term in which they are disenrolled from AFROTC provided they are attending courses. Disenrolled cadets enrolled in graduate school are normally not called to EAD until they complete the year in which they are disenrolled from AFROTC, or are disenrolled from the institution, whichever comes first, provided they maintain full-time student status. You may submit a written request for an earlier or specific date of entry to HQ AFPC/DPPAES, 550 C Street West, Suite 10, Randolph AFB TX 78150-4712.

2. You must keep HQ AFPC/DPPAES informed of any change in your current address or student status which may have a bearing on your availability for EAD. FOR NONPRIOR SERVICE CADETS: After initial confirmation of your student status, you must reconfirm your full-time student status each February and October until graduation. Failure to do so will constitute immediate call to EAD.

3. PERMANENT MAILING ADDRESS (Number, Street, City, State and ZIP Code) 10025 S. Longwood Dr. Chicago, IL 60643	4. TELEPHONE NUMBER (Include Area Code) (773) 881-7438
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5. CURRENT MAILING ADDRESS (Number, Street, City, State and ZIP Code) 3780 S. Clyde Morris Blvd Apt 2307 Port Orange, FL 32129	6. TELEPHONE NUMBER (Include Area Code) (386) 871-5472
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7. (Initial One)

a. _____ I'm not presently enrolled in school.

b. MJP I'm presently enrolled/preregistered in school at Embry-Riddle Aeronautical University
(Name of Institution)

My scheduled graduation date is 21 Jun 04 and I understand that if I'm called to extended active duty as the result of this disenrollment, I must provide HQ AFPC/DPPAES with a student status information sheet within 20 days in order to receive an education delay. The delay won't be approved unless the form is completed and returned within 20 days. Any extension to the 20-day requirement can only be approved by HQ AFPC/DPPAES AT (210) 565-2538.

8. DATE 23 Mar 04	9. SIGNATURE OF CADET <u>Matthew Paluck</u>
10. DATE 23 Mar 04	11. SIGNATURE OF WITNESS <u>[Signature]</u>



PRIVACY ACT STATEMENT

AUTHORITY: 5 USC 8140, 10 USC Sections 2005 and 2103-2110; 50 App USC 456; and EO 9397. This is Executive Order 9397 and authorizes collection of the SSN.

PRINCIPAL PURPOSES: Documents your contract with the Air Force, specifies your contractual obligations and establishes your membership in the AFROTC. Used by AFROTC to document your established commissioning date and your agreement to accept a commission, if tendered, and serve a specified period of time. The form becomes a permanent part of your master personnel record. Your Social Security Number (SSN) is used for identification and records.

ROUTINE USE None.

DISCLOSURE IS VOLUNTARY: Failure to complete this contract may result in denial of acceptance into the AFROTC program. Disclosure of SSN is voluntary.

EXPLANATION TO THE CADET

Please read this explanation carefully. It is not a part of the contract that follows. If you want to enter into the contract that follows, you must read and understand all of its terms and conditions. If you decide to accept these terms and conditions, you will sign the contract. You will also be administered an oath of enlistment and you will sign the Enlistment/Reenlistment Document, Armed Forces of the United States (Department of Defense Forms 4/1 through 4/2). If you are a minor, a parent or guardian must also sign this document. You will receive a copy of each document. Keep the copies of the documents with your important papers.

CONTRACT

STUDENT'S NAME (Last, First, MI): PALUCK, MATTHEW J.	SSN: 340-76-7990
NAME AND ADDRESS OF INSTITUTION: EMBRY-RIDDLE AERONAUTICAL UNIVERSITY DAYTONA BEACH FL 32144	DATE OF BIRTH: 800723
	ACADEMIC MAJOR IN WHICH DEGREE IS TO BE ATTAINED: AVIATION TECHNOLOGY/AVIONICS (4VJY)

FISCAL YEAR COMMISSION IS TO BE ADMINISTERED:	2004
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SCHOLARSHIP PROGRAM (10 USC SECTION 2107): <input checked="" type="checkbox"/>	PROFESSIONAL OFFICER COURSE (POC) (10 USC SECTION 2104): <input checked="" type="checkbox"/>
TYPE OF SCHOLARSHIP: TYPE II	LENGTH OF SCHOLARSHIP: 4 SEMESTERS

TYPE OF ENLISTED COMMISSIONING PROGRAM (IF APPLICABLE) (Additional requirements in AF Instructions governing such programs apply)
NA

TYPE OF COMMISSION (1, see instruction below): LINE	CATEGORY (2, see instruction below): OFFICER CANDIDATE	ENLISTMENT PAY GRADE/RANK: E-2/AMN
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INSTRUCTIONS

1. For line officers, enter "Line". For health professions candidates, enter "Medical/(Nurse Corps) (Physical Therapy) (Dental) (Occupational Therapy) (Pharmacy) (Physician Assistant), or other, as applicable). For judge advocate selectees, enter "Law".
2. Enter "pilot", "navigator", "air battle manager", "law", approved health profession (i.e., "nurse", "pharmacy", etc.) or "officer candidate", as applicable.

IMPORTANT

I UNDERSTAND THAT THE AGREEMENTS MADE IN THIS FORM (AF FORM 1056) AND THE DD FORM 4/1 THROUGH 4/2 ARE ALL THE PROMISES MADE TO ME BY THE GOVERNMENT AND CONSTITUTE THE ENTIRE AGREEMENT. ANYTHING ELSE ANYONE HAS PROMISED ME IS NOT VALID AND WILL NOT BE HONORED, UNLESS THOSE ADDITIONAL TERMS OR REVISIONS TO THIS CONTRACT ARE MADE IN WRITING AND AGREED TO BY ME AND AN AGENT OF THE AIR FORCE WITH THE AUTHORITY TO BIND THE AIR FORCE TO THOSE ADDITIONAL TERMS.

This contract supersedes AF Form 1056 signed 4 April 2001.

This agreement is entered into between the Department of the Air Force and PALUCK, MATTHEW J. hereinafter referred to as the Cadet (with the consent of the parent or guardian of a minor, as defined by the laws of the state wherein the Cadet is or will be enrolled) pursuant to the provisions of 10 United States Code, Sections 2104 or 2107, as implemented by DOD instructions and directives and Air Force regulations and instructions. In consideration of the mutual benefits that will accrue to the parties hereto by reason of participation in the Air Force Reserve Officer Training Corps, the parties agree as follows:

PART I - AGREEMENT OF CADET

1. I will enter into and continue military training as an AFROTC cadet under 10 U.S.C. section 2104 and/or section 2107, as applicable, unless relieved of this obligation under the provisions of regulations prescribed by the Secretary of the Air Force.
2. I will remain a full time student as defined by the academic institution listed above, pursue the degree indicated above at the academic institution listed above, pass the Air Force Officer Qualifying Test (AFOQT), and complete all AFROTC courses (or have the courses accredited by the Professor of Aerospace Studies (PAS), training (including but not limited to, field training pursuant to 10 USC 2104(b)(6), and leadership laboratory requirements mandated by Air Force instructional guidance, so that I can graduate and be commissioned in the fiscal year indicated above. Any changes to these requirements must be approved in writing by the PAS at the academic institution listed above *before any change is made*. Making such changes prior to PAS approval may result in termination, inactivation, or suspension of financial assistance paid for my education by the Air Force (if applicable) or disenrollment from the AFROTC program and a call

3. If I am contracting to pursue a degree but have not yet been accepted into that degree program or particular school of study by the academic institution listed above (e.g., the university's school of engineering or school of pharmacy), I agree to faithfully pursue that degree by enrolling in classes required to attain that degree. If I am not accepted into that specific degree program or school within listed academic institution's prescribed period for acceptance into such field of study or school, any financial assistance the Air Force has agreed to pay pursuant to 10 USC 2107 will be withdrawn and I may be subject to disenrollment from the AFOTC program. If, at the discretion of the Air Force, I am not disenrolled, I will not be relieved of my obligations under this contract.

4. I understand that the Secretary of the Air Force may at any time release me without notice from obligations under this contract and separate me from the program without further benefits thereunder if, in the opinion of the Secretary of the Air Force, the best interests of the United States require such action.

5. If I am permitted to and do transfer to another academic institution, the provisions of this contract will remain in effect if I transfer to another institution at which an Air Force Reserve Officer Training Corps program is offered. I understand that transfer to an institution that does not offer AFOTC does not relieve me from the obligations specified in this contract.

6. If I am already a member of any military component, I will accept discharge for the convenience of the Government and will reenlist in the United States Air Force Reserve (USAFR) for the required period.

7. Acceptance of Appointment - I will accept an appointment as a commissioned officer in the United States Air Force upon completion of AFOTC commissioning requirements, if offered such an appointment by the Air Force. Such an offer is not guaranteed, but is contingent upon a favorable National Agency Check and/or other background inquiry; continued medical, academic, moral, and military qualification, as prescribed by law and Air Force regulatory and instructional guidance; completion of all other AFOTC commissioning requirements; and the needs of the Air Force. I understand that selection as a member of the Professional Officer Course (POC) or payment of financial assistance by the Air Force pursuant to 10 USC 2107 does not bind the United States Air Force to permit my continuation as a cadet or to tender an appointment as a commissioned officer.

8. Basic Military Service Obligation/Active Duty Service Commitment

a. Enlistment/Basic Military Service Obligation (MSO) - As a prerequisite for membership in the AFOTC program, I will enlist in the USAFR, incurring a basic MSO of eight (8) years from the date of my appointment as a commissioned officer, during which time I will be assigned to the Obligated Reserve Section (ORS) of the Individual Ready Reserve.

b. Active Duty Service Commitment (ADSC) Upon Receipt of Appointment - Upon receiving my appointment as a commissioned officer, I will incur a four (4) year ADSC from the date I enter onto active duty, unless I am accepted into an Air Force program (such as Undergraduate Pilot or Navigator Training, the Health Professions Program, or any of her similar program requiring additional ADSC), in which case my ADSC will be extended as permitted by law and Air Force regulatory or instructional guidance. This ADSC will run concurrently with my MSO, discussed above. I further understand that, if I complete the commissioning requirements through AFOTC but refuse to accept a commission, I will be subject to a call to active duty in an enlisted status for the maximum period permitted by law.

c. If the Air Force does not require fulfillment of my ADSC, and, in lieu thereof I am ordered to active duty for training for a period less than my ADSC, I will remain a member of a Reserve or Air National Guard component until the eighth anniversary of the receipt of my commission.

d. I understand that only the Secretary of the Air Force (or designee) may excuse me from my obligation to serve on active duty for the period specified in this contract.

e. I understand that, if I am accepted for resident graduate or professional study prior to commissioning, the Air Force may delay the start of my ADSC, based on Air Force requirements.

f. I understand that if my ADSC expires in time of war or national emergency, I may be involuntarily retained on active duty.

g. I understand that the actual date of entry on extended active duty will be determined by the Air Force based on Air Force requirements and may involve a delay of up to twelve (12) months from the date of commissioning.

9. Nature of Military Duties/Location of Duties - I understand that extended active duty may involve worldwide assignment or assignment to duties including, but not limited to, those involving combat or nuclear weapons. Acceptance of the terms of this agreement signifies my readiness to bear arms, to engage in or support combat operations, and to engage in or support the use of nuclear weapons. A failure to complete the program or to accept a commission because duty may involve any of the above will constitute breach of contract.

10. Basis for Disenrollment/Result of Disenrollment - Unless otherwise indicated in a specific subparagraph to this paragraph, disenrollment from AFOTC for failure to meet any of the below-listed standards may subject me a call (or recall) to active duty in enlisted status for the maximum duration permitted by law or to recoupment by the Air Force of funds expended on my education to the maximum extent permitted by law. In the event of my disenrollment, the decision to call (or recall) me to active duty in my enlisted grade, pursue recoupment, or release me from my obligations under this contract is within the sole discretion of the Commander, AFOTC, (or designee). Further, disenrollment from AFOTC may jeopardize any future opportunity I may have to obtain a commission in any United States Armed Force.

a. **Requirement to Meet Military, Academic, and Medical Retention Standards** - I understand that in order to remain in the AFOTC program I must meet or exceed all military, academic, and medical retention standards prescribed by law and Air Force regulations and instructions. Failure to meet applicable retention standards may result in my disenrollment from the AFOTC program.

b. **Breach or Anticipatory Breach of Contract** - I understand that if I breach, or act in a manner that demonstrates an intent to breach, the terms of this contract, I will be subject to disenrollment from the AFOTC program.

c. **Demonstrated Indifference to Military Training or Environment** - I understand that if I act in a manner that demonstrates an indifference to military training or apathy toward the military environment, I will be subject to disenrollment from the AFOTC program.

d. **Conscientious Objector Status** - If at any time I apply for conscientious objector status, I am not relieved of any obligations under this contract, regardless of the final determination on my application. I specifically understand and agree that if my application for conscientious objector status is approved, I will be required to repay all educational expenses expended on my behalf to maximum extent permitted by law.

e. **Homosexual Conduct** - I understand that homosexual conduct is grounds for disenrollment from the Air Force. Homosexual conduct is defined as a homosexual act, a statement by a cadet that demonstrates a propensity or intent to engage in homosexual acts, or a homosexual marriage or attempted marriage. A homosexual act includes any bodily contact, actively undertaken or passively permitted, between members of the same sex for the purposes of satisfying sexual desires, or any bodily contact that a reasonable person would understand to demonstrate a propensity or intent to engage in homosexual acts. I further understand that if I, at any time, am disenrolled from the AFROTC program as a result of homosexual conduct, as defined above, I will be required to repay all educational expenses expended on my behalf to the maximum extent permitted by law.

11. **Specialized Categories** - I understand and agree that, while I may be currently designated for commission in a specialized category, as indicated above, specific career field choices and corps specialty designations cannot be guaranteed and will be made according to the needs of the Air Force no earlier than twelve (12) months before commissioning (rated categories are the exception and may be made more than twelve (12) months prior to commissioning). I further understand that, if I am categorized into a specialty that requires physical/medical qualifications above and beyond normal line of ficer commissioning requirements (e.g., a pilot, navigator or missile candidate) and I become physically/medically disqualified for the category in which I am enrolled, the Secretary of the Air Force retains the right to assign me to a different category, based on the needs of the Air Force.

a. **Health Professions Candidates** - This category includes, but is not limited to, cadets pursuing pre-health related career fields, nurse corps designees, pharmacy designees, and physician assistant designees.

1) **Satisfying Professional Prerequisites to Practice/Result of Failure to Satisfy Such Requirements** -

a) I understand that I may be commissioned into the specific health profession corps I am designated to enter upon completion of degree and other commissioning requirements but prior to satisfying any licensing, testing, or board certification requirements for practice in that profession.

b) I understand that I am eligible for accession to extended active duty (EAD) immediately following initial licensing, testing, or board certification requirements for practice in that profession and that there will be no waiting for results before assignment coordination with the Air Force Personnel Center.

c) I understand that, should I fail the licensing, testing, or board certification requirements for practice in my designated profession, I will be required, if on active duty, to retest at the next offering of the professional certification process at no expense to the government.

d) I understand that, if I am to receive financial assistance pursuant to 10 USC 2107 and I enter active duty in my designated health profession specialty before evidence of licensure or certification and twice fail the licensing, testing, or board certification requirements for practice in that profession, or if I fail to pursue retake of such professional certification process during the next available offering of the same (and at no expense to the government), I will revert to a line officer and serve on EAD as a line officer for the period specified in paragraph 8.b, above.

e) I understand that, if I do not receive financial assistance pursuant to 10 USC 2107 and I twice fail the licensing, testing, or board certification requirements for practice in that profession, or if I fail to pursue retake of such professional certification process during the next available offering of the same (and at no expense to the government), I will be afforded the option of requesting reversion to a line officer in lieu of mandatory discharge and, if approved, based on the needs of the Air Force, will serve on EAD as a line officer for the period of time specified in paragraph 8.b, above.

2) **Members of the Pre-Health Professions Scholarship (HPS) Program** - I will apply and gain acceptance to an appropriate Health Professions School approved by the Surgeon General. If I gain acceptance to an approved Health Professions School before completing AFROTC, I will be guaranteed an HPS. Cadets accepted into a Health Professions School must complete degree and commissioning standards prior to enrollment into an Air Force HPS. Cadets accepted into an Air Force HPS Program will retain the ADSC set forth in paragraph 8.b, above. This commitment will run *consecutively* (that is, must be served in addition to) with any commitment incurred for the HPS Program. In this case, transfer and reappointment to the Medical Service Corps will be effected upon enrollment in a Health Professions School. A cadet who completes AFROTC and is commissioned before acceptance to a Health Professions School will be called to extended active duty as a Line of the Air Force Reserve officer and must apply and compete for the Armed Forces HPS Program.

3) **Educational Delay for Pursuit of Advanced Degree or Training in Health Profession (other than pre-HPS members)** - I understand that if, pursuant to Air Force regulatory and instructional guidance, I apply for and am granted a delay to my projected date of entry onto active duty to pursue an advanced degree or training in a health profession, my ADSC will not start until I actually enter active duty.

4) **Additional ADSC Resulting from Award of HPS (other than pre-HPS members)** - If I apply for and am accepted into the HPS Program, I will incur an additional ADSC as a result of participation in that program. I understand and agree that any such ADSC will run *consecutively* with (that is, must be served in addition to) my basic ADSC set forth in paragraph 8.b, above. Periods of attendance at civilian training programs or schools will not count toward fulfilling my ADSC.

b. **Rated Candidates:**

1) **Prerequisites to Active Duty Formal Rated Training** - I will participate in and faithfully pursue to completion any required course of orientation screening and training leading to an aeronautical rating in the United States Air Force. I understand that failure to complete such course may result in my removal from consideration for aeronautical rating training, but that such removal will not relieve me from my ADSC, as set forth in paragraph 8.b, above.

2) **Active Duty Service Commitment (ADSC) Resulting from Pilot Training** - If I am a pilot candidate, I agree to accept orders to Undergraduate Pilot Training (UPT) if offered such by the Air Force. At the successful completion of the requirements for an aeronautical rating, I will incur an ADSC of ten (10) years from date of award of the rating. I understand that this ADSC will run *concurrently* with any remaining portion of my ADSC I incurred as a result of receiving my initial appointment as a commissioned officer (as set forth in paragraph 8.b above).

3) **Active Duty Service Commitment (ADSC) Resulting from Navigator Training** - If I am a navigator candidate, I agree to accept orders to Undergraduate Navigator Training (UNT) if offered such by the Air Force. At the successful completion of the requirements for an aeronautical rating, I will incur an ADSC of six (6) years from date of award of the rating. I understand that this ADSC will run *concurrently* with any remaining portion of my ADSC I incurred as a result of receiving my initial appointment as a commissioned officer (as set forth in paragraph 8.b above).

4) **Active Duty Service Commitment (ADSC) Resulting from Air Battle Manager (ABM) Training** - If I am an ABM candidate, I agree to accept orders to Air Battle Manager Undergraduate Training if offered such by the Air Force. At the successful completion of the requirements for an aeronautical rating, I will incur an ADSC of six (6) years from the date of award of the rating. I understand that this ADSC will run *concurrently* with any remaining portion of my ADSC I incurred as a result of receiving my initial appointment as a commissioned officer (as set forth in paragraph 8.b above).

5) **Result of removal from UPT, UNT, or ABM Training** - If I am removed from UPT, UNT, or ABM training, for whatever reason, I understand that I will not be relieved of my ADSC, as set forth in paragraph 8.b above. I understand and agree that I will serve that ADSC in a non-rated position, as the needs of the Air Force dictate. In addition, I will incur an ADSC for elimination from training in accordance with Air Force instructions.

1) If I am selected for the GLP, I agree to satisfactorily complete the program. I understand that to satisfactorily complete the GLP I must: (a) Receive a Juris Doctor or comparable degree from a law school at an American Bar Association (ABA) accredited institution on or before the commissioning date indicated above; and (b) Be admitted to the highest court of a state or a federal court as soon as eligible but not later than the first date on which admission is possible after the second bar examination given subsequent to graduation. (I will be allowed to take the immediate next bar examination in the same jurisdiction where the first bar examination is taken in the event I do not pass the first bar examination following receipt of my Juris Doctor or comparable degree).

2) If I am selected for the GLP, I understand and agree that failure to receive a Juris Doctor or comparable degree as indicated in the preceding paragraph prior to my commissioning date set forth above may result in call to extended active duty (EAD) in the Air Force in a career field other than the Judge Advocate General Department and as a second lieutenant. A career field will be assigned according to the needs of the Air Force. In that event, my ADSC will be as set forth in paragraph 8.b above.

3) Subject to paragraph 11.c.4, below, if I successfully complete the GLP, I will be assigned as a Judge Advocate (JA) and called to EAD in the JA career field. My grade will be determined by the laws and regulations in effect at the time of call to EAD.

4) If I successfully complete the GLP and the Air Force is unable to utilize me as an active duty JA, I will not be called to EAD but will be called to active duty training for a period of ninety (90) days, then released from active duty and assigned to a Reserve organization. If not called to EAD as a JA, I may request EAD as a line officer (non-JA) through AFROTC channels, if desired. Such a request must be made according to applicable regulations and approval will be contingent on the needs of the Air Force.

12. Enlisted Commissioning Program (ECP) Participant - I understand that if I am pursuing a commission through any of the Air Force's ECPs (including, but not limited to, the Airman Scholarship and Commissioning Program (ASCP), POC Early Release Program (POC-ERP) or Scholarship for Outstanding Airmen to ROTC (SOAR) and my scholarship is terminated or I am removed from the program for any reason, I will not be relieved of my obligations to AFROTC or of my service commitment to the Air Force. Further, at the discretion of the Commander, AFROTC, I may be required to continue training in the AFROTC program, be disenrolled from AFROTC, or either be recalled to active duty in an enlisted status for the maximum duration permitted by law or be required to reimburse the United States for all monies expended on my education to the maximum extent permitted by law. In this event, the decision to call (or recall) me to active duty, pursue recoupment of monies expended on my education, or release me from my obligations under this contract is within the sole discretion of the Commander, AFROTC, or his or her designee.

13. Cadets Receiving Financial Assistance Pursuant to 10 USC 2107 -

a. I understand that I must remain in active scholarship status until the 45th day after the start of each academic year in order for the Government to be liable for the costs of my tuition and any other fees under this contract. However, the provisions of this contract will remain in effect if I fail to remain in active scholarship status until the 45th day and I will be liable for the costs of my tuition and any other fees due the institution.

b. If I fail to complete the education and training requirements specified or referenced in this contract or if I fail to fulfill any term or condition prescribed by the Secretary of the Air Force (SAF) to protect the interest of the United States, the SAF (or designee), I may be ordered to reimburse the United States for financial assistance expended on my behalf pursuant to 10 USC 2107 without first ordering me to active duty. I understand that the option to order me to active duty or to order me to reimburse the United States for financial assistance paid pursuant to 10 USC 2107 is solely at the discretion of the SAF (or designee) and is not my option.

c. In order to retain my scholarship I must maintain or exceed the academic and military retention standards prescribed by law and regulation for scholarship retention. I understand that academic retention standards for scholarship retention may be more stringent than retention standards required to remain in the AFROTC program in general.

d. If my scholarship is temporarily inactivated, suspended, or terminated due to my failure to maintain standards prescribed by law and Air Force or AFROTC regulation or instruction, I will not be relieved of my obligations to AFROTC and my service commitment to the Air Force, and the provisions of this contract will remain in effect.

e. If the financial assistance to be paid by the Air Force under the terms of this contract does not cover the entire cost of attending the academic institution listed above, I am responsible for the costs above and beyond the financial assistance the Air Force is agreeing to pay. I understand that any subsequent inability to attend the academic institution listed above based upon financial considerations will not release me from the terms of this contract.

f. If I request and AFROTC grants written approval for me to change my major, and the change makes me ineligible to remain on scholarship status, I will not be relieved of my obligations to AFROTC and the Air Force and the provisions of this contract will remain in effect.

g. First-year (Freshman) Option

1) I understand that the commitment point after which I may not withdraw or be withdrawn from the program without penalty is the first day of Aerospace Science class of my sophomore year (AS 200). My enrollment in the sophomore year of aerospace science and my attendance at the first Aerospace Science class signifies my understanding and agreement that, if I subsequently fail to complete the commissioning requirements specified in this agreement and am disenrolled from the AFROTC program this may subject me to a call (or recall) to active duty in enlisted status for the maximum duration permitted by law or to recoupment by the Air Force of funds expended on my education to the maximum extent permitted by law. In the event of my disenrollment, the decision to call (or recall) me to active duty, pursue recoupment, or release me from my obligations under this contract is within the sole discretion of the Commander, AFROTC, (or designee). Further, disenrollment from AFROTC may jeopardize any future opportunity I may have to obtain a commission in any United States Armed Force.

2) I understand that this provision does not apply to me if I am a scholarship student who was active duty enlisted when selected for an AFROTC scholarship and was separated early for accepting the scholarship and am being disenrolled during my freshman year. In that case, I shall have an active duty service commitment equivalent to the time not served on my original enlistment contract when I was separated to accept the AFROTC scholarship. If I am disenrolled as a freshman student with less than one (1) year remaining on my original enlistment contract when separated to accept the AFROTC scholarship, I will be discharged. If discharged, the Air Force will provide me the opportunity to enlist, if qualified, for a minimum of four (4) years.

h. I understand that once I enter the Professional Officer Course (POC) I will continue training as a Professional Officer Corps cadet at the discretion of the Commander, AFROTC, should my scholarship be terminated.

i. I understand that if I voluntarily or because of misconduct or other circumstances within my control fail to complete the period of active duty specified in this contract, either as an officer or in enlisted status, I will reimburse the United States in an amount that bears the same ratio to the total cost of advanced education provided to me as the unserved portion of active duty bears to the total period of active duty I agreed to serve. Misconduct separation may be initiated by the Air Force in accordance with its governing directives for substandard duty performance, unacceptable conduct, moral or professional dereliction, or in the interest of national security. This includes sentence by court-martial or separation in lieu of trial by court-martial.

j. I understand that if I am directed to reimburse the United States under this contract for financial assistance provided to me pursuant to 10 USC 2107, my indebtedness to the United States under this agreement shall bear interest at the rate equal to the highest rate being paid by the United States on the day on which the reimbursement is determined to be due for securities having maturities of ninety (90) days or less and shall accrue from the day on which I am first notified of the amount due to the United States as a reimbursement under this contract.

k. I understand that a discharge in bankruptcy, per Title 11, United States Code, if less than five (5) years after the last day of the specified period of active duty, will not release me from my obligation to reimburse the United States as provided in this contract.

14. **Nonnative Speakers of English** - I understand that failure to successfully meet the below-stated English proficiency requirements will have the same effect as the failure to meet any other condition of the contract and will result in disenrollment from the AFROTC program and will make the cadet ineligible for a Reserve commission through the AFROTC program. The English text will govern all disputes arising out of and under the terms of this contract.

a. **Pre-POC Entry Requirements** - I must take and pass the Defense Language Institute (DLI) English Comprehension Level (ECL) examination and demonstrate to interviewers from the DLI a competency comprehending and speaking English as prescribed by Air Force and Air Force ROTC regulatory and instructional guidance.

b. **Pre-Commissioning Requirements** - Not later than ninety (90) days prior to commissioning, I must take and pass the ECL test with a minimum score of 90. Also, not later than ninety (90) days prior to commissioning, I must demonstrate to interviewers from the DLI a competency comprehending and speaking English as prescribed by Air Force and Air Force ROTC regulatory and instructional guidance.

15. **Previously Disenrolled Cadets Reentering AFROTC** - I understand that my reentry into AFROTC, including the signing of a new AFROTC contract, does not relieve me of my obligation to repay any financial assistance I previously received pursuant to Title 10, United States Code, Section 2107. I further understand that, if I successfully complete all commissioning requirements, receive an appointment as an Air Force officer, and complete in its entirety my active duty service commitment as described in paragraph 8, above, I will be relieved of my obligation to repay any financial assistance I received pursuant to Title 10, United States Code, Section 2107, whether that financial assistance was provided pursuant to this contract or during a previous period when I had a contract with AFROTC.

PART II - AGREEMENT OF AIR FORCE

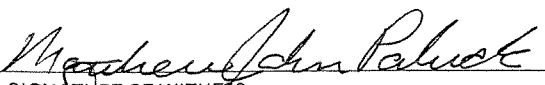
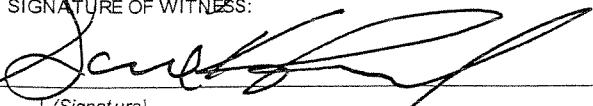
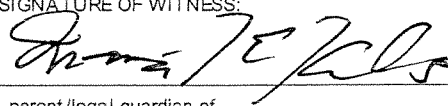
The Department of the Air Force agrees:

1. To pay the cadet a subsistence allowance at the rate and for the period prescribed by law and Air Force instruction or regulation; however, such period will not exceed forty (40) months for a maximum of four (4) academic years (or fifty (50) months and five (5) academic years for those cadets enrolled in a 5-year academic program approved by the Secretary of the Air Force) while the cadet is a member of the AFROTC program. Payments will commence on the day the cadet starts instruction under 10 USC 2104 or 10 USC 2107 (whichever applies) and will end upon completion of instruction thereunder or upon termination of membership, whichever occurs first.
2. To pay the cadet, at the rate prescribed for cadets at the United States Air Force Academy, while he or she is traveling to or from or participating in field training under 10 USC 2104(b)(6) or other practical development training program as defined in AFROTC instructional or regulatory guidance which program lasts not less than six (6) consecutive calendar days.
3. To ensure that an AFROTC program is available at the academic institution listed above or at an academic institution with which the institution listed above has a cross-town or consortium agreement such that the cadet may receive training to qualify for a commission in the United States Air Force, if such an appointment is offered by the Air Force. -
4. For cadet receiving financial assistance pursuant to 10 USC 2107 - To pay the cadet a **TYPE II** (list type of scholarship or incentive), as defined in the applicable AFROTC instruction or regulation in effect on the date the cadet signs this contract, provided funds are appropriated by Congress for this purpose, and provided the cadet maintains all retention standards specified in this agreement and remains enrolled in the AFROTC program. The Air Force's obligation to pay scholarship monies will not occur unless the cadet is in active scholarship status 45 days after the start of each academic year. In such case, payment of scholarship monies will be retroactive to the beginning of the term. For those cadets activating a scholarship after the 45th day of an academic term, payment will also be retroactive to the beginning of the term. Payment of scholarship monies for subsequent academic years is conditioned upon funds being appropriated by Congress. This contract shall not obligate the Air Force to pay for anything other than the cost of my tuition and any other fees due as authorized by federal statute.

PART III

MODIFICATIONS - With the advance approval of both parties, this contract may be modified regarding academic major, transfer of academic institution, type of financial assistance being offered by the Air Force, type of officer categorization, date of completion of academic degree, or fiscal year of commissioning by indicating those changes on the attached "Changes Page." Changes to retention standards or training requirements are not modifications of the contract and will apply to the cadet upon publication in an Air Force or AFROTC regulation or instruction. As indicated in the terms of this contract, the Air Force reserves the right to inactivate, suspend, or terminate this contract if the cadet fails to maintain retention standards or takes an approved leave of absence from the AFROTC program. Such an action on the part of the Air Force is not a modification to the contract, it is exercise by the Air Force of its rights under the contract. As such, contract inactivation, suspension, or termination does not require the consent of the cadet.

I have read, completely understand, and agree without reservation to the provisions of this contract.

DATE 010914	NAME OF APPLICANT (Type or print, last name, first name, MI): PALUCK, MATTHEW J.
SIGNATURE 	SSN: 340-76-7990
SIGNATURE OF WITNESS: 	SIGNATURE OF WITNESS: 
(Signature) _____, parent/legal guardian of whose signature appears on the foregoing do hereby consent to the Applicant's entering into this contract.	

FOR THE SECRETARY OF THE AIR FORCE

DATE 010914	NAME OF AFROTC UNIT OFFICER REPRESENTATIVE (Type or Print last name, first name, MI, Grade) DANNY R. FORSYTHE, CAPTAIN, USAF	SIGNATURE 
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**DEPARTMENT OF THE AIR FORCE
AIR UNIVERSITY (AETC)**

Date 23 Mar 04

MEMORANDUM FOR AFROTC Detachment 157/CC

FROM: Cadet Matthew Paluck

SUBJECT: Receipt of Notification (RON) of Disenrollment Investigation

1. I received the Letter of Notification with attachments at 1640 hours on 23 Mar 04. The letter notified me that you have appointed an investigating officer who will document the facts of my case in a Report of Investigation (ROI). I understand that HQ AFROTC will use the ROI to determine whether I should be disenrolled and, if I am disenrolled, whether I should be involuntarily called to enlisted active duty or be required to pay back my scholarship benefits.

2. I understand that the following statement of benefits is an estimate prepared from AFROTC unit records. The official amount will be determined by AFROTC/FM.

a. Subsistence Allowance Paid to Date: \$ 6,983.30

b. Scholarship Monies:

- Tuition \$ 31,720.00

- Fees \$ 0

c. Book Allowance \$ 1,275.00

32,995.00

d. Total \$ 39,978.30

3. a. I WILL (WILL NOT) continue AFROTC training if given the opportunity.

Explain if not:

b. I WILL (WILL NOT) accept a commission as an officer in the Air Force if one is tendered to me through AFROTC. Explain if will not:

4. I will meet with the Investigating Officer (IO) and arrange a time, date, and place for the disenrollment hearing. The disenrollment hearing will be held within 10 calendar days from the date of service in para 1, (not counting the day of service) unless the IO grants me an extension. I understand that the investigating officer's job is to document the facts of my case as presented by me, my unit, and any other witnesses who come forth. I understand that disenrollment investigation is a nonadversarial, fact-find investigation.